

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

SHEET METAL WORKERS' LOCAL 19 1301 South Columbus Boulevard Philadelphia, PA 19147	:	CIVIL ACTION
	:	
	:	NO.
and	:	
SHEET METAL WORKERS' HEALTH & WELFARE FUND OF LOCAL NO. 19 1301 South Columbus Boulevard Philadelphia, PA 19147	:	
	:	
and	:	
SHEET METAL WORKERS' ANNUITY FUND OF LOCAL NO. 19 1301 South Columbus Boulevard Philadelphia, PA 19147	:	
	:	
and	:	
SHEET METAL WORKERS' WORK ASSESSMENT OF LOCAL NO. 19 1301 South Columbus Boulevard Philadelphia, PA 19147	:	
	:	
and	:	
SHEET METAL WORKERS' JOINT APPRENTICESHIP FUND OF PHILADELPHIA AND VICINITY 1301 South Columbus Boulevard Philadelphia, PA 19147	:	
	:	
and	:	
GARY MASINO, TRUSTEE SHEET METAL WORKERS' LOCAL 19 BENEFIT FUNDS 1301 South Columbus Boulevard Philadelphia, PA 19147,	:	
	:	
	:	
Plaintiffs,	:	
v.	:	
	:	

KLEIN ELECTRIC ADVERTISING, INC.	:
a/k/a KLEIN ELECTRIC ADVERTISING, CO.	:
242 Duffield Street	:
Willow Grove, PA 19090-2109	:
 and	:
 ROBERT KLEIN	:
242 Duffield Street	:
Willow Grove, PA 19090-2109	:
 Defendants.	:

COMPLAINT IN CONFESSION

The Parties

1. The Plaintiffs in this action are Sheet Metal Workers' Local No. 19 ("Plaintiff Union"), an unincorporated labor organization within the meaning of Section 301 of the Labor Management Relations Act of 1947, as amended, 29 U.S.C. Section 185, with its principal office located at 1301 South Columbus Boulevard, Philadelphia, PA 19147, and Sheet Metal Workers' Health & Welfare Fund of Local No. 19, Sheet Metal Workers' Annuity Fund of Local No. 19, Sheet Metal Workers' Work Assessment of Local No. 19, and Sheet Metal Workers' Joint Apprenticeship Fund of Philadelphia and Vicinity, ("Plaintiff Funds"), which are due and owing the relief sought from Klein Electric Advertising, Inc. and Robert Klein (collectively, the "Defendants") as set forth below. Plaintiff Union brings this action on its own behalf and on behalf of its members who are participants in and beneficiaries of Plaintiff Funds. Plaintiff Gary Masino is a trustee and fiduciary of the Funds, and brings this action in such capacity on behalf of the Funds.

2. Defendant Klein Electric Advertising, Inc. a/k/a Klein Electric Advertising, Co. ("Klein") is a corporation doing business at 242 Duffield Street, Willow Grove, PA 19090-2109. Defendant Robert Klein ("Owner") is the Owner of Klein.

3. One or both Defendants are engaged in commerce within the meaning of Section 2(6) of the Labor Management Relations Act of 1947, as amended, 29 U.S.C. Section 152(6), and has employed members of Plaintiff Union pursuant to a collective bargaining agreement in the Commonwealth of Pennsylvania.

4. One or both Defendants is an Employer within the meaning of Section 2(2) and

Section 301 of the Labor Management Relations Act of 1947, as amended, 29 U.S.C. Section 152(2) and Section 185; and Sections 3(5) and 515 of the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. Section 1002(5) and Section 1145.

Jurisdiction & Venue

5. Jurisdiction in this District Court is proper pursuant to Section 301 of the Labor Management Relations Act of 1947, as amended, 29 U.S.C. Section 185, in that one or both Defendants is an employer within the meaning of the Labor Management Relations Act, and has been and continue to be a party to collective bargaining agreement which forms the basis of this litigation; and 28 U.S.C. Section 1337, providing for original jurisdiction in civil actions that arise out of an Act of Congress regulating commerce.

6. Jurisdiction of this District Court is also proper pursuant to Sections 502 and Section 515 of the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. §§1132 and 1145. The Eastern District of Pennsylvania is the proper venue under ERISA Section 502(e)(2), 29 U.S.C. §1132(e)(2), because the Plaintiff Funds are administered in this judicial district.

Cause of Action

7. The Plaintiff Union and Defendant Klein are parties to a collective bargaining agreement(s), which requires that the Defendant make certain contributions to the Plaintiff Funds and remit certain payments to the Plaintiff Union.

8. Klein has entered into a payment agreement for the repayment of monies due the Plaintiffs pursuant to said collective bargaining agreement(s), and in the event of default, Klein and Owner have agreed to the entry of judgment against them in an amount equal to that set forth in the Judgment Note (“Agreement”), a true and correct copy of which is attached hereto as Exhibit A. The Agreement provides that Plaintiffs may confess judgment on Defendants’ behalf in the event of default thereunder. Exhibit A, ¶6.

9. Pursuant to paragraph 1 of the Agreement, Plaintiffs are entitled to interest on the unpaid principal to run at the rate of 4.25% until the total principal has been paid. Exhibit A, ¶1.

10. Pursuant to paragraph 4 of the Agreement, in the event that Plaintiffs do not receive payment when due, or in the event that Klein fails to remain current regarding continuing benefit

contributions, the balance of the principal then owing, together with outstanding interest and outstanding benefit contributions, shall be paid by Klein and/or Owner after 5 days' written notice by Plaintiffs.

11. Pursuant to paragraph 6 of the Agreement, in the event that any payment identified above is not received when due, Defendants have agreed to have judgment entered against them, jointly and severally, in favor of the holder of this Note for such sum as is then owed with costs of suit and reasonable attorneys' fees added. Exhibit A, ¶6.

12. Defendants have defaulted on the Agreement, resulting in a delinquency in its payments for the total amount of \$10,918.38. Notice of default has been provided to the Defendants' last known address via Certified/Return Receipt Requested and First Class Regular Mail as contemplated by the Agreement, paragraph 4. Exhibit B.

13. Defendants have agreed to waive any stay of execution on the Judgment confessed. Exhibit A, ¶6.

14. The transaction upon which Plaintiffs seek judgment did not arise from a retail installment sale, contract, or account and was a business transaction.

15. The Defendants are neither incompetent nor infants, nor are the Defendants in military service.

16. This Court is authorized to enter judgment in these circumstances. *D.H. Overmyer Co. of Ohio v. Frick Co.*, 405 U.S. 174 (1972); *USA v. Stuart*, 392 F2d 60 (3d Cir. 1968); See Local Rule 56.1- "Judgments Pursuant to Warrant of Attorney".

[Remainder of page intentionally left blank]

WHEREFORE, Plaintiffs request this Court to grant judgment in the form submitted herewith against the Defendants and in favor of the Plaintiffs in the amount of \$10,918.38, plus attorneys' fees and costs, with interest to run at the rate of 4.25% on the principal balance until the balance has been paid, and to grant such additional relief as is just.

SPEAR WILDERMAN, P.C.

BY:

SYRETTA JASMINE MARTIN
230 South Broad Street, Suite 1400
Philadelphia, PA 19102
(215) 732-0101
SJM6389

Dated: October 10, 2017

EXHIBIT A

COPY

JUDGMENT NOTE

WHEREAS, Klein Electric Advertising Inc. (the "Employer"), is obligated to make periodic payments to the Sheet Metal Workers' Health & Welfare Fund of Local No. 19, Sheet Metal Workers' Pension Fund of Local No. 19, Sheet Metal Workers' Annuity Fund of Local No. 19, Sheet Metal Workers' Vacation Fund of Local No. 19, Sheet Metal Workers' S.U.B. Fund of Local No. 19, Sheet Metal Workers' International Training Institute (ITI), and Sheet Metal Workers' Joint Apprenticeship Fund of Philadelphia and Vicinity (the "Funds") pursuant to its collective bargaining agreement with Sheet Metal Workers' Local 19 (the "Union"); and,

WHEREAS, said Employer is delinquent in said obligations,

WHEREAS, said Employer asserts that the full repayment in one lump sum, of said obligations would work an undue hardship upon its business and threaten its continued existence; and,

WHEREAS, the Funds seek to collect, in full, the obligations owed in accordance with federal law; and

WHEREAS, Robert Klein, principal of Employer, ("Owner") agrees to guarantee payment of the Employer's obligation to the Fund;

NOW, THEREFORE, intending to be legally bound the Employer and Owner hereby agrees as follows:

1. Employer shall pay to the Funds through the Sheet Metal Workers' Local 19 Benefit Funds Office located at 1301 S. Columbus Blvd., Philadelphia, PA 19147, the aggregate sum of 11,593.34 together with interest at the rate of 4.25% per year as set forth in the amortization schedule attached hereto as Exhibit "A".

2. Employer shall make an initial payment of \$222.95 by certified check, upon the execution of this Note on or about July 10, 2017. Employer shall thereafter make 155 weekly payments,

beginning on July 17, 2017 and continuing weekly thereafter until all of the payments identified in Exhibit "A" have been paid.

3. Each payment shall be made by check or money order payable to Sheet Metal Workers' Local 19 Benefit Funds. In addition, Owner hereby guarantees payment of the amounts called for hereunder.
4. In the event that any payment is not received when due, or should Employer not remain current with future fringe benefit contributions or any other payment that becomes due and owing the Funds during the course of this Agreement, the balance of the principal then owing, together with outstanding interest and/or any outstanding fringe benefit contributions, together with interest shall, after five (5) days written notice to the Employer, then become due and payable at the option of the Funds, and the Employer and Owner shall, individually and/or jointly and severally, pay said balance without further notice, presentment, demand, notice of dishonor or protest of any kind, all of which are waived by the Employer and the Owner.
5. The failure of the Funds to exercise their option to accelerate the balance due in the event of a late payment shall not be construed as a waiver of said right as to any subsequent failure of the Employer to pay when due its monthly payments.
6. In the event that any payment identified above is not received when due the Employer and the Owner do hereby authorize and empower any attorney of any Court of Record of Pennsylvania or elsewhere to appear for and to enter judgment against the Employer and Against the Owner in favor of the holder of this Note for the above sum (or such sum as is then owed) with costs of suit, release of errors, without stay of execution, and with reasonable attorney's fee added, and each hereby waives and releases all benefits and relief from any and all appraisement, stay or exemption laws of any state now in force or hereafter to be passed.
7. Employer/Owner shall have the right to prepay all or any part of the principal amount of this Note at any time or from time to time by paying such principal amount, together with interest accrued

thereon to the date of payment without the payment of any premium or other penalty.

8. This agreement is intended to satisfy the conditions set forth in Prohibited Transaction Class Exemption 76-1, 41 F.R. 12740.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Employer and the Owner have caused this Judgment Note to be executed by the Employer's proper officers, partners, agents or employees, as the case may be, who, the Employer acknowledges, are duly authorized to execute this Judgment Note, and by the Owner.

ON BEHALF OF THE EMPLOYER

KLEIN ELECTRIC ADVERTISING INC.

By: Robert C. Klein
Robert Klein, Owner

ON BEHALF OF THE OWNER

BY: Robert C. Klein
Robert Klein, Owner

Attest: _____
(Secretary of corporation)

Dated: 7/6/17

Gary J. Masino
Gary J. Masino, Co-Chairman
For Sheet Metal Workers' Local
Union No. 19 and Its Benefit Funds

Dated: 7/19/17

Ernest J. Menold
Ernest J. Menold, Co-Chairman
For Sheet Metal Workers' Local
Union No. 19 and Its Benefit Funds

Dated: 7/20/17

Payment Agreement Schedule					Exhibit "A"				
HELP	Sheet Metal Workers' Local No. 19 Funds			© 2008 Vertex42 LLC					
	Loan Amount	\$ 11,346							
	Annual Interest Rate	4.25%							
	Compound Period	Weekly							
	Term of Loan in Years	1							
	First Payment Date	7/10/2017							
	Payment Frequency	Weekly							
	Payment Type	End of Period							
	Number of Payments	156							
	Rate (per period)	0.082%							
	Payment (per period)	222.95							
	Total Payments	\$ 11,593.34							
	Total Interest	\$ 247.43							
	Est. Interest Savings	\$ 0.01							
Payment Schedule									
Init	No.	Due	Amt	Payment	Date	Ck #	Interest	Principal	Balance
									11,346.91
1	7/10/17	222.95	222.95			9.27	213.68		11,132.23
2	7/17/17	222.95	222.95			9.10	213.85		10,918.38
3	7/24/17	222.95	222.95			8.92	214.03		10,704.35
4	7/31/17	222.95	222.95			8.75	214.20		10,490.15
5	8/7/17	222.95	222.95			8.57	214.38		10,275.77
6	8/14/17	222.95	222.95			8.40	214.55		10,061.22
7	8/21/17	222.95	222.95			8.22	214.73		9,846.49
8	8/28/17	222.95	222.95			8.05	214.90		9,631.59
9	9/4/17	222.95	222.95			7.87	215.08		9,416.61
10	9/11/17	222.95	222.95			7.70	215.25		9,201.26
11	9/18/17	222.95	222.95			7.52	215.43		8,986.83
12	9/25/17	222.95	222.95			7.34	215.61		8,770.22
13	10/2/17	222.95	222.95			7.17	215.78		8,554.44
14	10/9/17	222.95	222.95			6.99	215.96		8,338.48
15	10/16/17	222.95	222.95			6.82	216.13		8,122.35
16	10/23/17	222.95	222.95			6.64	216.31		7,906.04
17	10/30/17	222.95	222.95			6.46	216.49		7,689.55
18	11/6/17	222.95	222.95			6.28	216.67		7,472.88
19	11/13/17	222.95	222.95			6.11	216.84		7,256.04
20	11/20/17	222.95	222.95			5.93	217.02		7,039.02
21	11/27/17	222.95	222.95			5.75	217.20		6,821.82
22	12/4/17	222.95	222.95			5.58	217.37		6,604.45
23	12/11/17	222.95	222.95			5.40	217.55		6,386.90
24	12/18/17	222.95	222.95			5.22	217.73		6,169.17
25	12/25/17	222.95	222.95			5.04	217.91		5,951.26
26	1/1/18	222.95	222.95			4.86	218.09		5,733.17
27	1/8/18	222.95	222.95			4.69	218.26		5,514.91
28	1/15/18	222.95	222.95			4.51	218.44		5,296.47
29	1/22/18	222.95	222.95			4.33	218.62		5,077.85
30	1/29/18	222.95	222.95			4.15	218.80		4,859.05
31	2/5/18	222.95	222.95			3.97	218.98		4,640.07
32	2/12/18	222.95	222.95			3.79	219.16		4,420.91

33	2/19/18	222.95	222.95		3.61	219.34	4,201.57
34	2/26/18	222.95	222.95		3.43	219.62	3,982.05
35	3/5/18	222.95	222.95		3.25	219.70	3,762.35
36	3/12/18	222.95	222.95		3.07	219.88	3,542.47
37	3/19/18	222.95	222.95		2.90	220.05	3,322.42
38	3/26/18	222.95	222.95		2.72	220.23	3,102.19
39	4/2/18	222.95	222.95		2.54	220.41	2,881.78
40	4/9/18	222.95	222.95		2.36	220.59	2,661.19
41	4/16/18	222.95	222.95		2.18	220.77	2,440.42
42	4/23/18	222.95	222.95		1.99	220.96	2,219.46
43	4/30/18	222.95	222.95		1.81	221.14	1,998.32
44	5/7/18	222.95	222.95		1.63	221.32	1,777.00
45	5/14/18	222.95	222.95		1.45	221.50	1,555.50
46	5/21/18	222.95	222.95		1.27	221.68	1,333.82
47	5/28/18	222.95	222.95		1.09	221.86	1,111.96
48	6/4/18	222.95	222.95		0.91	222.04	889.92
49	6/11/18	222.95	222.95		0.73	222.22	667.70
50	6/18/18	222.95	222.95		0.65	222.40	445.30
51	6/25/18	222.95	222.95		0.36	222.58	222.71
52	7/2/18	222.89	222.89		0.18	222.71	0.00

PAYROLL AUDIT
 Sheet Metal Workers' Local Union No. 19
 Benefits Funds
 1301 S. Columbus Boulevard, Philadelphia, PA 19114
 (215) 952-1990 Fax (215) 952-0142

Contractor	Name	From			Thru		
		JANUARY			5/30/2017		
		Hours	Hours	Hours	Hours	Hours	Hours
		Year/Month	Total Funds	Reported	Payable	Discrepant	Dollars Discrepant
193-60-1892	ROBERT C KLEIN	1/1/2017	\$1.32	0	160	160	\$250.80
145-84-3150	BRIAN HEINO	1/1/2017	\$11.42	0	176.5	176.5	\$2,015.63
193-60-1892	ROBERT C KLEIN	2/1/2017	\$1.32	0	160	160	\$250.80
145-84-3150	BRIAN HEINO	2/1/2017	\$11.42	0	137	137	\$1,564.54
193-60-1892	ROBERT C KLEIN	3/1/2017	\$1.32	0	160	160	\$250.80
145-84-3150	BRIAN HEINO	3/1/2017	\$11.42	0	156	156	\$1,781.52
165-42-9425	ROBERT IRWIN	3/1/2017	\$11.42	0	10	10	\$110.42
193-60-1892	ROBERT C KLEIN	4/1/2017	\$1.32	0	160	160	\$250.80
145-84-3150	BRIAN HEINO	4/1/2017	\$11.42	0	180	180	\$2,055.60
165-42-9425	ROBERT IRWIN	4/1/2017	\$11.42	0	45	45	\$513.90
193-60-1892	ROBERT KLEIN	5/1/2017	\$1.32	0	160	160	\$250.80
145-84-3150	BRIAN HEINO	5/1/2017	\$11.42	0	162	162	\$1,850.04
TOTAL							\$11,145.65
LD'S							\$557.28
INTEREST							\$142.98
TOTAL DUE							\$11,845.91
DEPOSIT							<u>(\$500.00)</u>
P/A AMOUNT							\$11,345.91

EXHIBIT B

LAW OFFICES
SPEAR WILDERMAN

A Professional Corporation
230 SOUTH BROAD STREET, SUITE 1400, PHILADELPHIA, PA 19102
TEL: (215) 732-0101 FAX: (215) 732-7790

WARREN J. BORISH*
SAMUEL L. SPEAR
JAMES F. RUNCHEL
CHARLES T. JOYCE*
BENJAMIN EISNER◊
WENDY CHIERICI*
JAMES KATZ*
MARTIN W. MILZ*
LOIS GARBER SCHWARTZ*
WILLIAM B. SANDERSON, JR. ♦
NICHOLAS J. BOTTA
SYRETTA J. MARTIN*
MELISSA A. LOVETT
F. TIGHE BURNS*
THEODORE P. DIMUZIO
CHRISTOPHER R. STOCKTON*

NJ OFFICE:
1040 N. KINGS HIGHWAY
SUITE 202
CHERRY HILL, NJ 08034
(856) 482-8799 FAX: (856) 482-0343



September 26, 2017

BRUCE E. ENDY
RETIRED, 2017

LEONARD SPEAR
1923 - 2003

LOUIS H. WILDERMAN
1909 - 1993

PA BAR EXCEPT:
* PA & NJ BAR
◊PA, NJ & DC BAR

Via Certified/RRR & First Class Regular Mail

Mr. Robert Klein
Klein Electric Advertising, Inc.
242 Duffield Street
Willow Grove, PA 19090-2109

Re: Sheet Metal Workers' Local 19 Benefit Funds ("Funds")
Payments Due and Owing Arising Delinquent Contributions/Reports

Dear Mr. Klein:

Please be advised that this office is counsel for Sheet Metal Workers' Local 19 and the above-referenced Funds.

We have been advised that Klein Electric Advertising, Inc. (hereinafter, the "Company") failed to timely remit contributions for work performed by Local 19 employees for the contribution period of **7/1/17 to 8/31/17**. As a result, the Funds believe the estimated delinquent principal amount owed by the Company to be for the amount of **\$1,100.00**.

In addition, pursuant to the Judgment Note (hereafter, the "Note") you entered into on behalf of the Company on or before July 6, 2017, the Company was required to make weekly payments in the amount of \$222.95 per week to the Funds. The Company has not adhered to the terms of the Note. As a result of the Company's default, the Company now owes the aggregate amount of **\$12,018.38**, consisting of estimated principal contributions in the amount of **\$1,100.00** and Payment Agreement of **\$10,918.38**. As you will recall, paragraph 4 of the Note provides:

In the event that any payment is not received when due, or should Employer not remain current with future fringe benefit contributions or any other payment that becomes due and owing the Funds during the course of this Agreement, the balance of the principal then owing, together with outstanding interest and/or any

Klein Electric Advertising, Inc.
September 27, 2017
Page 2

outstanding fringe benefit contributions, together with interest shall, after five (5) days written notice to the Employer, then become due and payable at the option of the Funds, and the Employer and Owner shall, individually and/or jointly and severally, pay said balance without further notice, presentment, demand, notice of dishonor or protest of any kind, all of which are waived by the employer and the Owner.

Therefore, please accept this letter as the Funds's notice of default required by paragraph 4 of the Note. If the current delinquency and Note balance are not paid in full for the total amount of **\$12,018.38** within **five (5) days** from the date of this letter, the Funds will take appropriate action. Please also note that pursuant to paragraphs 4 and 6 of the Note, as the Company's owner, you, Mr. Klein, have individually guaranteed payment of all amounts listed as owed in the Note.

The Company's failure to remit the reports and/or contributions when due constitutes a violation of both the collective bargaining agreement and federal law. The Employee Retirement Income Security Act of 1974 (ERISA) provides for civil remedies and damages in such a situation. Additionally, the Trustees of the Funds have a fiduciary obligation to pursue the recovery of the delinquent amounts owed.

As a result, the Funds demand payment of amounts due and owing be paid to the Funds within **five (5) business days** from the date of this letter or, pursuant to the Note, appropriate action will be taken. We urge you to take immediate action to correct these arrearages by making payment in the amount owed of **\$12,018.38** to the Funds

If you have any questions, please contact me at (215) 732-0101. Thank you.

Very truly yours,
SPEAR WILDERMAN, P.C.

BY: _____
Syretta J. Martin, Esquire

SJM/cro
Enclosures

cc: Dennis Siravo, Assistant Administrator (via email)
Gary J. Masino, President (via email)

COPY

JUDGMENT NOTE

WHEREAS, Klein Electric Advertising Inc. (the "Employer"), is obligated to make periodic payments to the Sheet Metal Workers' Health & Welfare Fund of Local No. 19, Sheet Metal Workers' Pension Fund of Local No. 19, Sheet Metal Workers' Annuity Fund of Local No. 19, Sheet Metal Workers' Vacation Fund of Local No. 19, Sheet Metal Workers' S.U.B. Fund of Local No. 19, Sheet Metal Workers' International Training Institute (ITI), and Sheet Metal Workers' Joint Apprenticeship Fund of Philadelphia and Vicinity (the "Funds") pursuant to its collective bargaining agreement with Sheet Metal Workers' Local 19 (the "Union"); and,

WHEREAS, said Employer is delinquent in said obligations,

WHEREAS, said Employer asserts that the full repayment in one lump sum, of said obligations would work an undue hardship upon its business and threaten its continued existence; and,

WHEREAS, the Funds seek to collect, in full, the obligations owed in accordance with federal law; and

WHEREAS, Robert Klein, principal of Employer, ("Owner") agrees to guarantee payment of the Employer's obligation to the Fund;

NOW, THEREFORE, intending to be legally bound the Employer and Owner hereby agrees as follows:

1. Employer shall pay to the Funds through the Sheet Metal Workers' Local 19 Benefit Funds Office located at 1301 S. Columbus Blvd., Philadelphia, PA 19147, the aggregate sum of 11,593.34 together with interest at the rate of 4.25% per year as set forth in the amortization schedule attached hereto as Exhibit "A".

2. Employer shall make an initial payment of \$222.95 by certified check, upon the execution of this Note on or about July 10, 2017. Employer shall thereafter make 155 weekly payments,

beginning on July 17, 2017 and continuing weekly thereafter until all of the payments identified in Exhibit "A" have been paid.

3. Each payment shall be made by check or money order payable to Sheet Metal Workers' Local 19 Benefit Funds. In addition, Owner hereby guarantees payment of the amounts called for hereunder.

4. In the event that any payment is not received when due, or should Employer not remain current with future fringe benefit contributions or any other payment that becomes due and owing the Funds during the course of this Agreement, the balance of the principal then owing, together with outstanding interest and/or any outstanding fringe benefit contributions, together with interest shall, after five (5) days written notice to the Employer, then become due and payable at the option of the Funds, and the Employer and Owner shall, individually and/or jointly and severally, pay said balance without further notice, presentment, demand, notice of dishonor or protest of any kind, all of which are waived by the Employer and the Owner.

5. The failure of the Funds to exercise their option to accelerate the balance due in the event of a late payment shall not be construed as a waiver of said right as to any subsequent failure of the Employer to pay when due its monthly payments.

6. In the event that any payment identified above is not received when due the Employer and the Owner do hereby authorize and empower any attorney of any Court of Record of Pennsylvania or elsewhere to appear for and to enter judgment against the Employer and Against the Owner in favor of the holder of this Note for the above sum (or such sum as is then owed) with costs of suit, release of errors, without stay of execution, and with reasonable attorney's fee added, and each hereby waives and releases all benefits and relief from any and all appraisement, stay or exemption laws of any state now in force or hereafter to be passed.

7. Employer/Owner shall have the right to prepay all or any part of the principal amount of this Note at any time or from time to time by paying such principal amount, together with interest accrued

thereon to the date of payment without the payment of any premium or other penalty.

8. This agreement is intended to satisfy the conditions set forth in Prohibited Transaction Class Exemption 76-1, 41 F.R. 12740.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Employer and the Owner have caused this Judgment Note to be executed by the Employer's proper officers, partners, agents or employees, as the case may be, who, the Employer acknowledges, are duly authorized to execute this Judgment Note, and by the Owner.

ON BEHALF OF THE EMPLOYER

KLEIN ELECTRIC ADVERTISING INC.

By: Robert C. Klein
Robert Klein, Owner

ON BEHALF OF THE OWNER

BY: Robert C. Klein
Robert Klein, Owner

Attest: _____
(Secretary of corporation)

Dated: 7/6/17

Gary J. Masino
Gary J. Masino, Co-Chairman
For Sheet Metal Workers' Local
Union No. 19 and Its Benefit Funds

Dated: 7/19/17

Ernest J. Menold
Ernest J. Menold, Co-Chairman
For Sheet Metal Workers' Local
Union No. 19 and Its Benefit Funds

Dated: 7/20/17

Payment Agreement Schedule

Exhibit "A"

HELP	Sheet Metal Workers' Local No. 19 Funds			© 2008 Vertex42 LLC
Loan Amount	\$ 11,346			
Annual Interest Rate	4.25%			
Compound Period	Weekly			
Term of Loan in Years	1			
First Payment Date	7/10/2017			
Payment Frequency	Weekly			
Payment Type	End of Period			
Number of Payments	156			
Rate (per period)	0.082%			
Payment (per period)	222.95			
Total Payments	\$ 11,593.34			
Total Interest	\$ 247.43			
Est. Interest Savings	\$ 0.01			

KLEIN ELECTRIC
ADVERTISING INC
242 DUFFIELD STREET
WILLOW GROVE, PA 19090

(215)-284-2998

Origination Date:
06/28/2017Prepared For:
ROBERT KLEINPrepared By:
LINDA ZAMBETTI

Payment Schedule

Init. No.	Due Date	Amt	Payment Date	Ck #	Interest	Principal	Balance
							11,346.91
1	7/10/17	222.95	222.95		9.27	213.68	11,132.23
2	7/17/17	222.95	222.95		9.10	213.85	10,918.38
3	7/24/17	222.95	222.95		8.92	214.03	10,704.35
4	7/31/17	222.95	222.95		8.75	214.20	10,490.15
5	8/7/17	222.95	222.95		8.57	214.38	10,275.77
6	8/14/17	222.95	222.95		8.40	214.55	10,061.22
7	8/21/17	222.95	222.95		8.22	214.73	9,846.49
8	8/28/17	222.95	222.95		8.05	214.90	9,631.59
9	9/4/17	222.95	222.95		7.87	215.08	9,416.61
10	9/11/17	222.95	222.95		7.70	215.25	9,201.26
11	9/18/17	222.95	222.95		7.52	215.43	8,988.83
12	9/25/17	222.95	222.95		7.34	215.61	8,770.22
13	10/2/17	222.95	222.95		7.17	215.78	8,554.44
14	10/9/17	222.95	222.95		6.99	215.96	8,338.48
15	10/16/17	222.95	222.95		6.82	216.13	8,122.35
16	10/23/17	222.95	222.95		6.64	216.31	7,906.04
17	10/30/17	222.95	222.95		6.46	216.49	7,689.55
18	11/6/17	222.95	222.95		6.28	216.67	7,472.88
19	11/13/17	222.95	222.95		6.11	216.84	7,256.04
20	11/20/17	222.95	222.95		5.93	217.02	7,039.02
21	11/27/17	222.95	222.95		5.75	217.20	6,821.82
22	12/4/17	222.95	222.95		5.58	217.37	6,604.45
23	12/11/17	222.95	222.95		5.40	217.55	6,386.90
24	12/18/17	222.95	222.95		5.22	217.73	6,169.17
25	12/25/17	222.95	222.95		5.04	217.91	5,951.26
26	1/1/18	222.95	222.95		4.86	218.09	5,733.17
27	1/8/18	222.95	222.95		4.69	218.26	5,514.91
28	1/15/18	222.95	222.95		4.51	218.44	5,298.47
29	1/22/18	222.95	222.95		4.33	218.62	5,077.85
30	1/29/18	222.95	222.95		4.15	218.80	4,859.05
31	2/5/18	222.95	222.95		3.97	218.98	4,640.07
32	2/12/18	222.95	222.95		3.79	219.16	4,420.91

33	2/19/18	222.95	222.95		3.61	219.34	4,201.57
34	2/26/18	222.95	222.95		3.43	219.62	3,982.05
35	3/5/18	222.95	222.95		3.26	219.70	3,762.35
36	3/12/18	222.95	222.95		3.07	219.88	3,542.47
37	3/19/18	222.95	222.95		2.90	220.05	3,322.42
38	3/26/18	222.95	222.95		2.72	220.23	3,102.19
39	4/2/18	222.95	222.95		2.54	220.41	2,881.78
40	4/9/18	222.95	222.95		2.36	220.59	2,661.19
41	4/16/18	222.95	222.95		2.18	220.77	2,440.42
42	4/23/18	222.95	222.95		1.99	220.96	2,219.46
43	4/30/18	222.95	222.95		1.81	221.14	1,998.32
44	5/7/18	222.95	222.95		1.63	221.32	1,777.00
45	5/14/18	222.95	222.95		1.45	221.50	1,555.50
46	5/21/18	222.95	222.95		1.27	221.68	1,333.82
47	5/28/18	222.95	222.95		1.09	221.86	1,111.96
48	6/4/18	222.95	222.95		0.91	222.04	889.92
49	6/11/18	222.95	222.95		0.73	222.22	667.70
50	6/18/18	222.95	222.95		0.55	222.40	445.30
51	6/25/18	222.95	222.95		0.36	222.59	222.71
52	7/2/18	222.89	222.89		0.18	222.71	0.00

PAYROLL AUDIT
 Sheet Metal Workers' Local Union No. 19
 Benefits Funds
 1301 S. Columbus Boulevard, Philadelphia, PA 1914
 (215) 952-1990 Fax (215) 952-0142

Contractor	Name	From JANUARY	Thru 5/30/2017
KLEIN ELECTRIC ADVERTISING INC			
	Name	Year/Month	Total Funds Rate
193-60-1892	ROBERT C KLEIN	1/1/2017	\$1.32
145-84-3150	BRIAN HEINO	1/1/2017	\$11.42
193-60-1892	ROBERT C KLEIN	2/1/2017	\$1.32
145-84-3150	BRIAN HEINO	2/1/2017	\$11.42
193-60-1892	ROBERT C KLEIN	3/1/2017	\$1.32
145-84-3150	BRIAN HEINO	3/1/2017	\$11.42
165-42-9425	ROBERT IRWIN	3/1/2017	\$11.42
193-60-1892	ROBERT C KLEIN	4/1/2017	\$1.32
145-84-3150	BRIAN HEINO	4/1/2017	\$11.42
165-42-9425	ROBERT IRWIN	4/1/2017	\$11.42
193-60-1892	ROBERT KLEIN	5/1/2017	\$1.32
145-84-3150	BRIAN HEINO	5/1/2017	\$11.42
TOTAL			

	Name	Year/Month	Total Funds Rate	Hours	Reported	Payable	Hours	Reported	Payable	Hours	Reported	Payable	Discrepant	Dollars Discrepant
193-60-1892	ROBERT C KLEIN	1/1/2017	\$1.32	0	0	0	160	160	160	176.5	176.5	0	0	\$250.80
145-84-3150	BRIAN HEINO	1/1/2017	\$11.42	0	0	0	176.5	176.5	176.5	176.5	176.5	0	0	\$2,015.63
193-60-1892	ROBERT C KLEIN	2/1/2017	\$1.32	0	0	0	160	160	160	137	137	0	0	\$250.80
145-84-3150	BRIAN HEINO	2/1/2017	\$11.42	0	0	0	137	137	137	137	137	0	0	\$1,564.54
193-60-1892	ROBERT C KLEIN	3/1/2017	\$1.32	0	0	0	160	160	160	156	156	0	0	\$250.80
145-84-3150	BRIAN HEINO	3/1/2017	\$11.42	0	0	0	156	156	156	10	10	0	0	\$1,781.52
165-42-9425	ROBERT IRWIN	3/1/2017	\$11.42	0	0	0	10	10	10	10	10	0	0	\$110.42
193-60-1892	ROBERT C KLEIN	4/1/2017	\$1.32	0	0	0	160	160	160	160	160	0	0	\$250.80
145-84-3150	BRIAN HEINO	4/1/2017	\$11.42	0	0	0	180	180	180	180	180	0	0	\$2,055.60
165-42-9425	ROBERT IRWIN	4/1/2017	\$11.42	0	0	0	45	45	45	45	45	0	0	\$513.90
193-60-1892	ROBERT KLEIN	5/1/2017	\$1.32	0	0	0	160	160	160	162	162	0	0	\$250.80
145-84-3150	BRIAN HEINO	5/1/2017	\$11.42	0	0	0	162	162	162	162	162	0	0	\$1,850.04
TOTAL														\$11,145.65

LD'S	\$557.28
INTEREST	\$142.98
TOTAL DUE	\$11,845.91
DEPOSIT	(\$500.00)
P/A AMOUNT	\$11,345.91